

OK

**TANF Operating Agreement
Between the
Nooksack Tribal TANF Program (N-TANF) and the Bellingham CSO**

March 21, 2005

APR 19 2005

DIV OF CHILD SUPPORT

This summary constitutes a record of the operational agreements reached between the Nooksack Indian Tribe, Bellingham Community Services Office (CSO), Region 3 Community Services Division, and Everett Division of Child Support (DCS), for the implementation of Nooksack Tribal TANF program (N-TANF).

These agreements are not static, but rather represent a starting point for the parties involved. Further cooperative agreements or operational modifications are likely as the needs change. As long as modifications are carried out with the knowledge and agreement of the parties involved, it is to be encouraged.

The purpose of this agreement is to further strengthen the government to government working relationship between all of the parties; and to assure that all of our mutual clients receive the best possible services at all times during the transition and the day to day operation of our TANF programs.

1. Identification of Tribal TANF cases

- A. In order to prevent overlap with other near reservation tribes, the Nooksack/Lummi MOU will be followed based on the head of household to handle situations in which a family includes both Nooksack and Lummi members.
- B. Within the geographical area defined below as the Nooksack Tribal TANF Services Area, the Nooksack Tribal TANF program (N-TANF) will serve:
 - 1. On the Nooksack reservation and Trust Lands: all families with at least one American Indian or Alaska Native Family member – an enrolled adult or child or a child eligible to be enrolled – living on the Nooksack Reservation and Trust Lands and in Whatcom County; and
 - 2. Nooksack Tribal Members: all families with at least one enrolled Nooksack Tribal member – enrolled adult or child or child eligible to be enrolled – residing in Whatcom County, except for the Lummi reservation.
 - 3. Other Tribal Members (non-Nooksack and non-Lummi): all families with at least one American Indian or Alaska Native family member – an enrolled adult or child or a child eligible to be enrolled – with a residential address east of the MOU boundary. The boundary is the Guide Meridian from the Canadian Border south to the intersection of the Guide Meridian and Interstate Highway 5 in the City of Bellingham and east of I-5 from Bellingham to the border with Skagit County, excluding members of the Lummi Nation.

RECEIVED

APR 25 2005

DCHS
EVERETT DCS

Nooksack Tribal TANF Operating Agreement

- C. The tribal TANF geographic Service Area covers Whatcom County, except for:
1. The Lummi Indian (Nation) Reservation; and
 2. Lummi tribal members in Whatcom County; and
 3. Under the MOU with the Lummi Nation those residential addresses West of the Guide Meridian from the Canadian Border South to the intersection of the Guide Meridian and Interstate Highway 5 in the City of Bellingham and West of I-5 from Bellingham to the border with Skagit County, except for members of the Nooksack Tribe.
- D. The Nooksack Tribal TANF Program will assist applicants to obtain misplaced documentation of enrollment. N-TANF may provide referrals to a tribe's enrollment officer for AI/AN who may be eligible to become enrolled.
- E. All clients meeting the above definition who apply for TANF on or after May 1, 2005 must apply through the tribe. All current state TANF recipients who meet the above definition will be transferred to the Tribal program as outlined below.
- F. Enrolled Native Americans and Alaska Native families can only receive TANF from one TANF program, state or tribal, at a time.
- G. If there is a question about which state or tribal TANF program should serve a family, the State or Tribal TANF program to which the family first presents itself will take their application for TANF and will then immediately contact the other TANF program(s) to resolve who will serve that family. If it is determined that the family's TANF case will be transferred, the transferring agency will share the information gathered during the application process with the receiving agency, such notification given no less than 30 business days prior to transfer.
- H. The Bellingham CSO, Everett DCS, Nooksack Tribal TANF program, and Lummi Tribal TANF program will each designate a contact person to resolve questions about which program will serve a family. Initially, the contact persons for this purpose will be:

Nooksack Tribe: Nooksack Tribal TANF Director and/or Case Manager

Lummi Tribe: Lummi Tribal TANF or WorkFirst Director

Bellingham CSO: CSO Deputy Administrator

Everett DCS: Tribal Liaison

2. Case Transfers

- A. The Nooksack Tribal TANF Plan will commence operation on or before May 1, 2005, upon approval by the Department of Health and Human Services (DHHS).

- B. NEW APPLICATIONS: N-TANF will begin accepting new applications for Tribal TANF on May 1, 2005, and the Bellingham CSO will begin referring new TANF applications to N-TANF on this date.
- C. OPEN TANF CASES: Transfer of TANF cases from the Bellingham CSO will begin on or about May 1, 2005. DSHS will close state TANF effective on the last day of the month a case is transferred:
 - May 1, 2005 All child only cases.
 - June 1, 2005 All remaining cases.
- D. On the first day of the transfer month, the family will receive their state TANF grant. As early as possible in the transfer month, the transferring CSO will:
 - 1. Close State TANF benefits;
 - 2. Open Family (F04) Medical Assistance for the family, pending the N-TANF eligibility determinations;
 - 3. Send the family a letter notifying them of the transfer from state to tribal TANF and directing the head of household to N-TANF to have their eligibility determined;
 - 4. Prepare a hard copy packet of information, as listed in Section 3., below; and
 - 5. Mail or deliver the packet to N-TANF.
- E. The N-TANF program will notify the Bellingham CSO and Everett DCS of each tribal TANF opening and the grant and income amounts for the household.
- F. The CSO shall continue to provide relevant services to eligible recipients until the TANF case is transferred to the N-TANF as outlined above.

3. Transfer of Information

- A. The following information establishing a proposed transfer from Bellingham CSO shall be provided to N-TANF at least 30 days prior to such transfer so that N-TANF can verify the enrollment or enrollability of the proposed transferees. These are to be reviewed and provide list of clients accepted by April 15, 2005.
 - 1. Name
 - 2. Native American Status (as declared by the household)
 - 3. Social Security enumeration
 - 4. Date of Birth
 - 5. Residence Address

- B. Information necessary to effect a smooth transfer from state to tribal TANF will be copied by the Bellingham CSO and sent to N-TANF in hard copy at the time each group of cases are transferred.
1. Demographic information
 2. Income and Resources
 3. Native American Status (as declared by the household)
 4. Relationship of household members to the Native American member(s)
 5. Citizenship
 6. Place of residence
 7. Pregnancy/due date
 8. Identification and Social Security enumeration
 9. Absent Parent information
 10. Number of months the family has already received state or tribal TANF and the number of months the family resided on an Indian Reservation while receiving TANF, if known
 11. Status of 60 month extension (if applicable)
 12. Current Individual Responsibility Plan (IRP).
- C. The Bellingham CSO will make any information available to N-TANF needed to facilitate a case transfer; however, the parties agree that the routine information to be transferred will be limited to Automated Client Eligibility System (ACES) and Jobs Automated System (e-JAS) screens which contain the information listed above, three (3) months of documentation, and permanent record identification.

4. Ongoing Transfer of Cases

- A. When a TANF case is transferred to the Bellingham CSO from another CSO in the state, the Bellingham CSO will follow the process described in Section 1., above, to determine if one or more household members meet the criteria to be served by the N-TANF program. If there is a question about which state or tribal TANF program should serve a family, the State will then immediately contact the other TANF program(s) to resolve who will serve that family.
- B. If a TANF client goes to the Nooksack Tribe and requests transfer to the N-TANF, the Nooksack Tribe will screen for eligibility. If eligible, the Nooksack Tribe will notify the CSO to transfer the case.
- C. When a tribal TANF family leaves the N-TANF service area, N-TANF will notify the Bellingham CSO and Everett DCS and send the CSO a hard copy file, which contains the information listed in Section 3., above. The CSO will transfer their record and the information provided by N-TANF to the appropriate CSO.

5. Cases that Transfer to N-TANF with Open Basic Food

On-going Basic Food eligibility will be determined by the CSO using the Nooksack Tribe's grant standards and any other earned or unearned income that would affect Basic Food eligibility. The CSO will keep Basic Food open on transfer cases through the current certification period providing the household remains eligible for assistance.

6. Cases that Transfer with Open Medical Assistance

The CSO determines eligibility and opens Family (F04) Medical Assistance for the family, pending the N-TANF eligibility determination.

7. Ongoing Exchange

The ongoing exchange of information will be covered through a data share agreement for the three (3) years of Nooksack's plan. This exchange of data can be used in any situation where exchange of information is needed for either program to administer their TANF, Basic Food Plan, Medical Assistance, Child Support, Child Care or General Assistance program(s), to ensure that all programs are able to issue timely and accurate benefits.

8. Child Support

A. The Division of Child Support (DCS) has an associated child support case(s) for each existing TANF case. Child support is currently being collected on some of these cases and will be forwarded electronically to the N-TANF Program. In order for DCS to timely and accurately transfer child support payments to the N-TANF:

1. Before or during the transfer month, the Bellingham CSO will notify the Everett DCS Field Office of cases being transferred to N-TANF Program. Notification will include the name and Social Security Number of the Custodial Parent.
2. N-TANF Program will require that the custodial parent sign a form assigning his or her right to collect child support to the N-Tribal TANF Program. N-TANF will send or fax the signed form to DCS.
3. The N-TANF Program will set up an electronic funds transfer account and provide the account number to DCS using the Authorization for Receipt of Electronic Funds Transfer – Child Support Payments.

B. If the N-TANF Program wants DCS to provide child support services for new tribal TANF cases, N-TANF Program will send a completed referral and assignment form(s) to DCS and will discuss and Memorandum of Agreement that outlines the child support services to be provided in those cases.

Nooksack Tribal TANF Operating Agreement

- C. DCS will share available data on an on-going basis during the 3-year plan concerning the associated child support case information for the TANF cases being transferred by the Bellingham CSO to the N-TANF Program upon receipt of the child support assignment.
- D. The Nooksack Tribe will report any change of circumstances, terminations, or transfers of N-TANF cases to DCS within 20 days of the date of the change to prevent errors in child support distribution on the case.
- E. After the recipient leaves N-TANF, the Tribe will continue to receive child support arrears payments until the debt owed to the N-TANF Program is paid in full.

9. For New Nooksack Tribal TANF applicants, Basic Food and Medical Assistance (Title XIX)

- A. Nooksack Tribal TANF applicants approved through the N-TANF Program, who want Basic Food and/or Medical Assistance, will have their application forwarded to the Bellingham CSO. N-TANF will provide copies of available verification of income, identification and household composition and address. N-TANF will provide monthly verification of Tribal TANF cases to the CSO and to DCS including the clients' names, dates of birth, social security numbers, grant amounts and zip codes in order to calculate the child support related matters, and Basic Food and/or Medical Assistance benefits.
- B. For Medical, the CSO will process the application and determine eligibility for medical provided that the CSO has the names, addresses, social security numbers and date of birth information necessary.
- C. For Basic Food, applicants will follow current application processes and procedures.
- D. If a potential Nooksack Tribal TANF applicant walks into a CSO, the CSO should process the Basic Food application. The CSO will then fax the application to the N-TANF. If there is a question about which state or tribal TANF program should serve a family, the State will then immediately contact the other TANF program(s) to resolve who will serve that family.
- E. If an applicant needs retroactive medical assistance, N-TANF will determine if the adult applying would have been eligible for a N-TANF grant during the three retroactive months and advise the Bellingham CSO.

10. EBT

Pending or upon approval of assistance the applicant can contact any nearest CSO to obtain an EBT card for Basic Food benefits. If requested, the EBT card can be mailed to the client from Citibank.

11. Child Care for Nooksack Tribal TANF

TANF related childcare is available through the call center to clients receiving Tribal TANF benefits. Applications and changes of circumstances are handled over the telephone. The call center will contact the N-TANF to verify Tribal TANF participation.

12. Changes of Circumstances

- A. The client is responsible for reporting changes to both the CSO and to Nooksack Tribe. However, the CSO may request information about resources and income verification from the N-TANF to facilitate determination for Basic Food, Medical and Working Connection Child Care.
- B. When a Nooksack Tribal TANF recipient reports changes in income and/or circumstances to the N-TANF, the N-TANF will forward this information to the CSO and DCS within five (5) working days. CSO will do the same in the event income and/or a change of circumstances is reported to the CSO first.

13. Overpayments

If an office opens TANF when TANF assistance is already being provided by another office, the second office that opened TANF in error will be responsible for establishing an overpayment and needs to coordinate with the other office to terminate duplicate benefits immediately.

14. Terminations

- A. The N-TANF will notify the CSO within 10 working days of any termination of Nooksack Tribe's Tribal TANF benefits and specify the reason for termination.
- B. When a Tribal TANF family leaves the Nooksack Tribe's Tribal TANF service area, N-TANF will notify the local CSO and DCS within 10 working days. The local CSO will then transfer the records to the appropriate CSO.
- C. Any person who is identified in this document who exits State TANF as a result of employment prior to the transfer month of the case shall continue to receive supportive services from the Bellingham CSO. Upon approval of Nooksack Tribal TANF, CSO support services shall end.

15. Sanctions

The CSO's will not approve a TANF application from an identified N-TANF recipient who is in sanction status with N-TANF. The N-TANF will notify the CSO's of clients in sanction.

16. Time Limits and Extensions

- A. As provided in the Nooksack's Tribal Family Assistance Plan, N-TANF recipients are exempt from the 60-month time limit if they live on the reservation and the reservation meets the 50% not employed rate for the Indian Country Disregard. Under federal law, the state and tribal programs must not count these months. The tribe must include months counted by the State when the recipient was on State TANF towards the 60-month time limit.
- B. If the N-TANF recipient is not exempt under the disregard and they reach the 60th month, they will be reviewed for an extension under the Nooksack Plan's extension criteria for hardship or family violence. This is to be clarified with the Federal Government and may change when clarified.
- C. If the N-TANF recipient does not meet the tribe's criteria for an extension, the state will serve them under the state's 20% time limit extension policy.

17. Communication and Referrals

The contact persons designated by the parties in Section 1., above, will also provide liaison and assistance between the offices for Food Assistance, Medical Assistance, Child Support, Child Care, General Assistance, to make sure emergencies are quickly resolved and in general to assure that high quality, professional communication takes place. FAX and e-mail will also be used, as available.

18. Technical Assistance and Training

- A. Region 3 Community Services and Everett Department of Child Support is committed to providing technical assistance and training to tribal TANF staff whenever possible and appropriate. This may include training on SSI facilitation, Child Care, child support distributions and other topics relevant to case management and TANF service delivery. N-TANF has also expressed their willingness to share training with Bellingham CSO staff whenever possible and appropriate.
- B. In acknowledgement of the intent of all parties:

Nooksack Tribal TANF Operating Agreement

1. The Bellingham CSO, Everett DCS and Nooksack Tribe will, upon request, arrange an orientation to their offices and basic programs and services, to help each other provide better client services;
2. The Bellingham CSO, Everett DCS and Region 3 Community Services will invite N-TANF staff to any appropriate local or regional training;
3. N-TANF staff, the Bellingham CSO, Everett DCS and Region 3 Community Services will share and exchange written materials and information about resources (journals, research papers, web sites, and so on) which appear relevant to TANF administration and/or service delivery; and
4. N-TANF staff, Bellingham CSO staff, and Everett DCS staff will on a periodic basis as needed, meet with each other to clarify, refine, and further improve the operation of their programs and their government-to-government relationship.

18. Data Share Agreement

- A. DSHS and the Nooksack Tribe will sign a data share agreement to last for the 3-year period of Nooksack Tribal TANF plan to share available data:
 1. for the initial transfer of cases described in Section 1-4,
 2. for the initial transfer of an application for TANF as described in Section 1, or
 3. for the ongoing exchange of information for cases as described in Section 5.
- B. All parties understand and agree that the sharing of any information about individual clients and case circumstances will be limited to that information needed for the proper administration of the Bellingham CSO, DCS and/or Tribal assistance programs. All parties will maintain signed nondisclosure statements for staff having access to the data on file, and make these available to one another, as requested.
- C. As required under federal law, data sharing will help prevent clients from receiving duplicate assistance.
- D. As provided by the Intergovernmental Agreement between the Nooksack Indian Tribe and the Department of Social and Health Services (DSHS), The Bellingham CSO, Everett DCS, and the Lummi TANF program will exchange information, on a routine and ongoing basis, about currently opened TANF cases which is sufficient to enable each program to determine that no individual or family is concurrently receiving assistance from two TANF programs.


19. Mutual Cooperation, Trust and Support

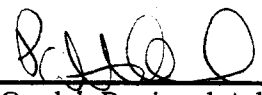
It is the intent and commitment of the parties to this agreement to encourage and cultivate a professional relationship, which is positive, cooperative and mutually

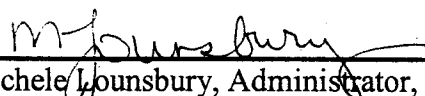
Nooksack Tribal TANF Operating Agreement

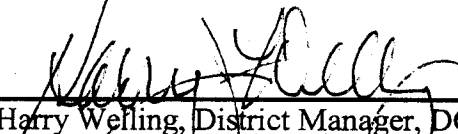
respectful, between our agencies and our staffs. We believe this spirit of cooperation, mutual respect and good will is critical to the success of the N-TANF program and will result in the best service and outcomes for all of our mutual clients.

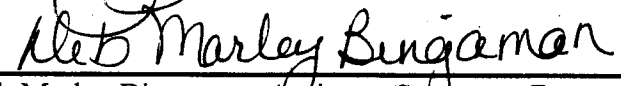
The Nooksack's Tribal TANF Plan is approved for a three (3) year period from May 1, 2005 to April 30, 2008. This operating agreement may be reviewed, updated or modified at any time by mutual agreement of the parties.


Narz Cunanan, Tribal Chair, Nooksack Tribal Council
3-29-2005
Date


Patti Omdal, Regional Administrator, Region 3 Community Services Division
4/8/05
Date


Michele Lounsbury, Administrator, Bellingham Community Services Office
4/5/05
Date


Harry Welling, District Manager, DCS Everett Field Office
4/25/05
Date


Deb Marley Bingaman, Assistant Secretary, Economic Services Administration
5/7/05
Date

CC: Pat Check, Tribal Administrator, Nooksack Tribe
Sarah Colleen Sotomish
Bellingham CSO Staff
N-TANF Directors and Staff
DCS Everett Field Office
Director, Lummi TANF Program